

Special terms and condition and Scope of AMC

Name of work: All in Maintenance Contract for Various Types of Air Conditioning Machines Installed at Minister Bungalow Site, Gandhinagar (For One Year)

MAINTENANCE SCHEDULE

- 1) Preventive Maintenance Quarterly Services (Dry & Wet services): The quarterly one services include:

Every machine shall be serviced at least once quarterly (3 month). A record of such services duly acknowledged by the office of concern person using the machine or section in charge / office stamp with concern person in his absence, in charge of the location of the AC shall be maintained. Quarterly Services shall include at least the following services:

1. Cleaning of air filters, indoor unit grills & filters through air blower.
2. Cleaning of the indoor unit body by wiping out the dust etc. with wet cloth.
3. Replacement of filter if found damaged/unusable.
4. Checking selector switch, thermostat, relays, remote control /PCB circuit etc.
5. Checking compressor
6. Checking ground connections.
7. Cleaning of blower and condenser fan.
8. Cleaning the evaporator & condenser coils.
9. Checking and tightening of nuts & bolts.
10. Over hauling of the AC, Water Cooler and Refrigerator whenever required
11. Checking cooling efficiency.
12. Checking Firmness of the Supporting arrangement for the compressor, blower motor, air conditioners casing and fixing of the air conditioners etc.
13. Replacement of any component of air conditioners (Outdoor and indoor units (including compressor), inlet and outlet Pipelines (including copper pipes), components etc., found defective after the above checks and tests.
14. Charging of Refrigerant Gas during the period of Contract if need arises.
15. Cleaning the condenser and evaporator coils with high-pressure of water. During wet services and by air during dry service.

2) SERVICE/BREAKDOWN REGISTER:

The air conditioners serviced/ maintained / repaired has to be recorded in register and endorsement from End User Department has to be obtained in register. Further, service reports are to be made after carrying out periodical servicing and endorsement (Sign and Seal) to be obtained from End User Department. COMPLAINT REGISTER: All complaints received with respect to air conditioners under AMC are to be recorded with time and date of receipt, as and when complaints are received from end user.

Contractor shall be called to attend to complaints during any time and on holidays in some very special cases, without any extra charges. Normal code of ethics and discipline has to be followed by the contractor's labour while working at site. Normal working hours followed by Elect. Dept. (9:00 Hrs to 18:00 Hrs) have to be adhered to by the contractor's labour except under special circumstances where

prior permission of the officer-in-charge in unit needed to be obtained. The contractor and his staff shall be allowed to enter the premises only on production of valued gate passes/office note issued by authorities

3) PAYMENT TERMS:

1. The charges for ARC/AMC will be paid quarterly monthly after satisfactory completion of servicing/repairing/replacement of the units/nos./jobs and as per availability of funds.
2. Payment shall be made upon submission of following documents: 1. Quarterly Monthly Invoice. 2. Copy of the "SERVICE REGISTER" countersigned by respective sections or reports of attending complaints.
3. Copy of the "COMPLAINT REGISTER" if any, countersigned by respective subsections stating the closure of complaints.
4. Payment will be made for those units/Nos./jobs work carried out only during that 3-months period as per availability of grant.

4) PENALTY CLAUSE:

The Following penalty condition shall be imposed for delay in service.

1. Any machine breakdown more than a 48 hour @ 100/- per day 2. Any machine breakdown more than a 96 Hour 200/- per day. 3. Any of the machines under breakdown should be repaired and put back in service within 24 hours (where compressor repair is not involved) & 48 (Forty-Eight) hours (where compressor repair is involved) from the time of reporting defect.
2. Note: The Contractor shall ensure that the equipment/machines are transported/handled carefully without any damage. In case any damage occurs due to poor handling the same has to be made rectify by the Contractor Without any extra cost to department failing which the same shall be carried by department and cost incurred will be recovered from the Contractor's bills.
3. REPEAT ORDER: Repeat order shall be extendable for a period of one more year at the same rate, terms and conditions only if the services of the vendor are found satisfactory during the normal period of contract with mutually agreed and after the approval of authority.

5) LOCAL CONDITIONS:

Bidder is advised to visit and examine the all site as per (SCHEDULE-B) and as per allocation sheet of A/c Machines check pre-existing defects as per scope of work and equipment list attached, including preventive maintenance its surroundings and familiarize himself with the existing facilities and environment, and collect all other information which he may require specially for preparing and submitting the bid and entering into the Contract Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation. It will be imperative on each bidder to fully acquaint himself of all local conditions and factors which may have any effect / bearing on the execution of the works covered under this tender. As soon as work is award to contractor, First of all Contractor must be rectify all the pre-existing defects without any extra claim & payment. No discussion will be is entertained about pre-existing defects after awarding contract. Department shall not entertain any request for clarifications from the bidders,

regarding such local conditions, post award of contract. It must be understood and agreed that such factors have properly been investigated and considered while submitting the tender. No claim for financial adjustment to the contract awarded under this tender will be entertained by the Department. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the department, which are based on the lack of such clear information or its effect on the cost of the works to the bidder. The Entire AC machines must be handed over to the Engineer-in-charge after Expiry of Contract without any defect and any pending job. If Agency fails to do that, SD will be forfeited and agency will be recommended for black listing.

6) WORK & SAFETY REGULATIONS:

The contractor shall ensure proper safety of all the workmen, materials, plants and equipment's belonging to him and/or to DEPARTMENT or to others, working at the site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the engineer, as they may deem necessary. The contractor shall ensure these to be absolutely safe. All equipment's shall be strictly operated and maintained by the contractor in accordance with manufacturer's operation manual and relevant safety instructions/ standards and as per guidelines/rules of DEPARTMENT in this regard. The successful bidder shall provide suitable safety equipment of prescribed standard to all their employees and workmen according to the need. In case any accident occurs during the contractual period for the activities undertaken by the contractor thereby causing any minor or major or fatal injury to his employees/labours, due to any reason, whatsoever, it shall be the responsibility of the successful bidder to promptly inform the same to the Engineer in charge of work / DEPARTMENT and also to all the authorities envisaged under the applicable laws. For any fatal / nonfatal accident to human or any mishap within area of installation due to mishandling or reason whatsoever attributable to bidder during the time of contractual successful bidder has to pay compensation as provided under the relevant applicable Act.

The successful bidder shall follow and comply with the employer's safety rules relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be applicable from time to time without any demur, protest or contest or reservations. In case of any discrepancy between statutory requirement and employer's safety rules referred above, the latter shall be binding on the successful bidder unless the statutory provisions are more stringent. It will be the successful bidder's sole responsibility to take the materials up to the installation site.

7) TERMINATION OF CONTRACT:

In case, the 'Contractor/ Agency fails to deliver the stores/materials/equipment's or any consignment there of Or fail in execution of order within contractual period of completion or in case the stores/works are found not in accordance with prescribed specification, Dept has reserves the right to terminate the contract OR Department shall exercise its discretionary power either: a) In case material / works is not found as per specification, Department has right to seek replacement of the same material without any incremental cost to Department's. OR b) To purchase / to execute the work from elsewhere after giving due notice to the Contractor/ Agency on account and at the risk & cost of the Contractor/ Agency such stores not so delivered or other similar description without cancelling the contract in respect of the consignment not yet due for delivery OR c) To cancel the contract. In the event of the risk purchase of stores of similar description, the opinion of Department's shall be final. In the event of action taken, the Contractor/ Agency shall liable to pay for any loss which Department may sustain on that account but

the Contractor/ Agency shall not be entitled to any saving on such purchases made against default. The decision of Department's shall be final as regards the acceptability of materials supplied by the Contractor/ Agency and Department shall not be required to give any reason in writing or otherwise at any time for rejection of the Materials. Further, "Department's reserves the right to terminate the Contract at any time, without assigning any reasons, whatsoever, by giving a notice period of ONE month from the date of Notice of termination of the Contract. Contractor/ Agencies will not be entitled for any compensation.

8) TERMS AND CONDITIONS:

- A. All the Air-Conditioners as listed in Allocation sheet should be covered under this AMC of AC machines tender.
- B. Under the ARC, Maintenance Service Contract, the contractor shall maintain all air conditioners units as indicated in SCHEDULE-B in good working condition throughout the period of contract.
- C. For this purpose, the contractor shall establish full-fledged workshop within concern Engineer-in-charge for all servicing facilities and also adequately man power. The workshop shall be equipped with all essential spare parts for all the categories of equipment necessary for routine and breakdown services. The cost of all replacement of spares such as compressors, fan motors, condensers, filling of refrigerant, repairs etc., shall be responsibility of the contractor.
- D. The Firm shall be well equipped with all tools, testing equipment's for servicing arrangements such as vacuum pump, gauges, blow pumps, Multi meter boxes etc.
- E. The contractor shall make his own gas fillings, brazing, and welding arrangements in the place of site at his own risk.
- F. Sufficient stock of spare parts for all kinds of machines shall be kept in his stores. The contractor shall ensure that no machine is ideal due to non- availability of spare parts. The contractor shall maintain all the machines in good working condition throughout the contract period and they will be handed over to SC Electrical sub division No 1 Dept. in working condition on the eve of the expiry of the contract period.
- G. The maintenance of the machine shall be according to the preventive maintenance schedule, and checklist given by engineer in charge. Following registers (Complain and service register) are to be maintained by technicians without fail.
- H. **During VVIP Visit and Stay at premises of the mentioned site, experienced and well-mannered technician shall remain present during the time period of visit and/or stay to provide immediate solution to the complaint.**
- I. **As the mentioned site is the most important site, experienced and well-mannered technician shall attend and solve the complaint with obedience of the instructions given by engineer in charge or concerned authority.**

Sign of contractor

Deputy Executive Engineer
SC Electrical Sub Division No 1
Gandhinagar

Executive Engineer
SC Electrical Division
Gandhinagar